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The Solicitors' Journal

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Current Topics.

The Dean of Arches.

THE office of Dean of Arches from which Sir LEWIS DIBDIN has just retired after holding it with distinction for thirty years goes back a long way, and like not a few other posts its title cannot be said to be self-explanatory. It is said to be so called from the fact that in former days the court presided over by the Dean was held in the Church of St. Mary-le-Bow (*sancta Maria de arcubus*). As may be imagined in the case of an office of high judicial dignity, the appointment to which is in the hands of the Archbishop of Canterbury, it is one to which only lawyers of distinction in ecclesiastical affairs are nominated. Something of this august dignity is reflected in the terms of the patent by which the holder is invested with the office. In Phillimore's "Ecclesiastical Law" will be found a copy of the patent conferring the office on Sir ROBERT PHILLIMORE in 1867 by Archbishop LONGLEY, which, after addressing the grantee as "our beloved in Christ, Sir ROBERT PHILLIMORE, Knight, Q.C., Doctor of Civil Law," continues thus: "We, trusting in your sound doctrine, good morals, purity of conscience, and in your special fidelity, circumspection and industry, do, for us and our successors, Archbishops of Canterbury, give, grant, and by these presents confirm to you during the term of your natural life the office of Official Principal of the Arches Court of Canterbury, London, now vacant, with all and singular the fees, wages, profits, advantages and emoluments to the said office howsoever belonging or appertaining, due, or to grow due, as well by law as by custom, in the like ample manner and form as the Right Honourable STEPHEN LUSHINGTON," who was the immediate predecessor of Sir ROBERT. The patent then proceeds to state the functions belonging to the office. It will be noticed that the grantee of the office is described as "Official Principal," and this would appear to be the correct designation; for several centuries no Dean of Arches has been appointed *eo nomine*, though the title has been commonly applied to the Official Principal. The patent above set out in part was duly confirmed by the Dean and Chapter of Canterbury. In 1878, on the resignation of Sir ROBERT PHILLIMORE, Lord PENZANCE was appointed in his place by Archbishop TAIT, but in this instance the patent was not confirmed by the Dean and Chapter, on which account it was supposed that it was not necessarily binding on the Archbishop's successors. In 1899 Lord PENZANCE resigned, and Archbishop TEMPLE by a patent in the ancient form appointed Sir ARTHUR CHARLES, and in this instance it was duly confirmed by the Dean and Chapter, as was likewise the patent which conferred the office on Sir LEWIS DIBDIN. As a judge, the Dean has both original and appellate jurisdiction in ecclesiastical matters, but as a rule these are not burdensome.

Copyright in News Films.

THE Court of Appeal has reversed the decision of EVE, J., in what will probably become known in the future as the "Colonel Bogey" Case—*Hawkes & Son (London) Ltd.* v. *Paramount Film Service Ltd.* We commented on that decision with some approval (*ante*, p. 229), but recognised that the point was a difficult one. The plaintiffs have now established that the makers of a news film which reproduces both the sights and the sounds of some event of public interest will infringe musical copyright if those sounds include the performance of a piece of copyright music or any substantial part thereof, and are recorded and reproduced without the licence of the owners. In this case, it may be recalled, the plaintiffs owned the musical copyright in a march called "Colonel Bogey," and claimed an injunction against the defendants in respect of a news film made on the occasion of the opening of the new Royal Hospital School by the Prince of Wales, when the boys marched past to that tune. EVE, J., dismissed the action, holding that as the piece took four minutes to play and the music in the news film occupied only twenty seconds, no "substantial part" of it had been taken, and even if he was wrong on that point the case came within the exception of "fair dealing" in s. 2 (1) (i) of the Act. But the learned judge did not have the advantage of seeing and hearing the film for himself, and there was, therefore, no evidence before him as to the extent, if any, to which other sounds may have masked or drowned the musical portion or how much recapitulation there was. The members of the Court of Appeal decided to see the film, and after their visit to Wardour-street came to the conclusion that a "substantial part" of the music, viz., twenty-eight bars out of the thirty-two of which the principal subject or tune consisted, was clearly reproduced. The defence of "fair dealing" was limited to the purposes mentioned in the section; the film could not be described as a "newspaper summary," and no other purpose was even arguable. The court had evidence before it that it was the practice of certain small exhibitors when they showed news films to cut out any music which might possibly be copyright and use it for a non-synchronous interlude. ROMER, L.J., said that he came to the conclusion he did with some regret, for in his opinion what the defendants had done had not damaged the copyright in any way, and the result of the case might considerably hamper the defendants in their business. This decision on a test case is of some importance, and it shows that the wide language of the Copyright Act, 1911, is capable of including claims for which there could be no foundation at the time when it was passed, when the sound film was not only unknown, but had hardly been imagined. If copyright were made the subject of legislation to-day, such a case would reasonably form an exception to the ordinary law. And the far-reaching effect of s. 19 of the Act is shown by the

decision in *Gramophone Co. Ltd.* v. *Carwardine & Co.*, 50 T.L.R. 140. The "canning" of popular music is evidently profitable.

The Offence of Eavesdropping.

A RECENT case at Marylebone involved the investigation of a charge of being found acting in a manner likely to cause a breach of the peace by eavesdropping on the roof of 82 Lancaster-gate. Hyde Park, a dwelling-house, contrary to the Justice of the Peace Act, 1360, and also contrary to the common law. The case for the prosecution was that (*a*) having surrounded a block of buildings, the police had found the defendant on a roof (100 feet from the ground) crouching by a bedroom window of a ladies' club, (*b*) his explanation was that he was no burglar, and had no felonious intent. The defendant (having pleaded guilty) apologised for his action, and was ordered to find a surety in £5 for his good behaviour, and was bound over to keep the peace. It is to be noted that eavesdroppers are such as listen under walls or windows, or the eaves of houses, to hearken after discourse, and thereupon to frame slanderous and mischievous tales. The offence is therefore not committed by listening near a haystack or an ordinary rain-shelter (e.g., in a park or on a promenade) or even by a warehouse or lock-up shop, i.e., the premises must be a dwelling-house. Mere sightseeing does not appear to be punishable, as the gist of the offence is the listening. The intention to frame slanderous and mischievous tales may be inferred, and evidence of the defendant having done so is unnecessary. It would apparently be a good defence that the observer was merely collecting evidence for divorce proceedings, e.g., if he were too far away to be listening. The intention would also in such circumstances not be within the mischief contemplated by the common law—the offence not being statutory.

Legacies to "Domestic Servants."

TWO interesting questions were decided by EVE, J., in *In re Forbes, Public Trustee* v. *Hadlow* (78 SOL. 7. 336). A testatrix gave a legacy of £200 and her motor car to her chauffeur, whether serving her or not at the date of her death, one of £200 to her lady's maid, if then still in her service, and legacies of sums equivalent to two years' wages to her domestic servants who should have been in her service for at least two years before her death. The first question was whether the chauffeur and maid were entitled to their specific legacies as well as to the general legacy, since this did not appear to have been the testatrix's intention. The general legacy was not, however, to her "other" domestic servants or to any class of servants which would exclude the recipients of the specific legacies. Accordingly the words were unambiguous, the testatrix's intention irrelevant, and EVE, J., held that the matter was governed by *Ford* v. *Ruxton* (1844), 1 Coll. C.C. 403, which decided that the fact of a specific legacy did not preclude the recipient from taking under a general legacy based on wages. It is surprising that the matter has never been judicially dealt with between 1844 and the present day. The other point was whether the chauffeur and the maid were "domestic servants." In *In re Jackson* [1923] 2 Ch. 365, the Court of Appeal overruled the decision of EVE, J., who had thought himself bound by *Ogle* v. *Morgan*, 1 D.M. & G. 359, and other cases to hold that a chauffeur and a gardener, being outdoor servants, were not "domestic servants" for the purposes of a will. Each case, the court said, must be examined independently. In *In re Lawson* [1914] 1 Ch. 682, EVE, J., had decided that "domestic" was equivalent to "household," the case there being one of a certified male nurse and masseur who looked after the testator in his (the testator's) own house, though sleeping elsewhere. On the facts of the present case the learned judge decided that both chauffeur and maid were "domestic servants." In *In re Jackson, supra*, Lord STERNDALE, M.R., referred to questions of who was a "domestic servant" which arose under the Unemployment Insurance Acts. EVE, J., was referred to, but refused to consider, the decision of ROCHE, J., in this connection in *In re Junior Carlton Club* [1922] 1 K.B. 166. In that case it was held that "domestic servants" included those whose main or general function it was to be about their employers' persons, or establishments, for the purpose of ministering to their employer's needs. It is to be noticed that this includes attachment to the person as well as to the "*domus*" of the employer, thus rather negativing the view, to which EVE, J., inclined, that the lady's maid was less truly a "domestic servant" than the cook. It would certainly appear that the maid of a lady who constantly travels is attached to the employer's person and that the cook, who stays behind, is attached to the "*domus*." Since *In re Sikes* [1927] 1 Ch. 364, "my piano"—the interpretation of a phrase such as "my motor car" has been settled.

Income Tax Payments by or through Solicitors.

AN interesting income tax point affecting solicitors who receive moneys to pay over in respect of royalties due to owners of copyright not residing in this country, came before the Court of Appeal recently in *Rye and Eyre* v. *Commissioners of Inland Revenue, The Times*, 5th May, 1934. The appellants had appealed to the Special Commissioners against an assessment to income tax in the sum of £300 for the year ending 5th April, 1931, under s. 26 of the Finance Act, 1927, as extended by s. 25 of the Finance Act, 1927. One of the terms of an agreement between an English theatrical producing company and G, a French dramatist whose usual place of abode was not within the United Kingdom, was that on signature of the agreement a sum of £300 should be paid on account of royalties thereinafter stipulated. The appellants were solicitors to B, who had promoted the company, and were instructed by B to forward the agreement to G's agent and pay £300 to him in accordance with the agreement out of moneys in hand on account of the company. The money was paid, but, as the promotion of the play resulted in a loss to the company, no further sums were paid or payable to G on account of royalties. Neither G nor his agent, or B, consented to pay income tax on this sum of £300. The Crown contended that the appellants were chargeable under r. 21 of the rules applicable to all schedules of the Income Tax Act, 1918, as amended by s. 26 of the Finance Act, 1927, and applied to copyright royalties by s. 25 of that Act. Rule 21 provides that upon payment of any interest of money, annuity, or other annual payment charged with tax under Sched. D, or any royalty or other sum paid in respect of the user of a patent, not payable, or not wholly payable, out of profits or gains brought into charge, the person by or through whom any such payment is made shall deduct thereout a sum representing the amount of the tax thereon at the rate of tax in force at the time of the payment. Section 25 of the Finance Act, 1927, applied the rule to "any payment of or on account of any royalties or sums paid periodically for or in respect of" a copyright where the usual place of abode of the owner of copyright was not within the United Kingdom. Section 26 amended the method of assessment in cases under r. 21. The Special Commissioners held that the solicitors were chargeable, and this finding was upheld by Mr. Justice FINLAY and subsequently by the Court of Appeal, the Master of the Rolls observing that the money was payable, not as a lump sum, but in advance in respect of royalties expected to accrue from week to week. The Master of the Rolls stated that he agreed with the reasoning of Mr. Justice FINLAY, who had said that he was unable to find any fair construction of the words "by or through" which could not cover the appellants. It seemed impossible, said his lordship, to cut down the word "through" so as to refer only to an agent of the recipient. In a matter of this nature a solicitor is an intermediary of a higher status than a mere messenger, although not necessarily an agent, the object of the rule being to tax the medium of payment where the person who would be taxable if resident in the United Kingdom is not taxable owing to his residence abroad.

Legitimation and the Importance of Dates.

A CHILD born out of wedlock is at common law *nullius filius*—the son of no man—and it is the kindly office of the Legitimacy Act, 1926, to restore to such persons their lost male parent. Such restoration, however, is only partial, and a legitimated person may have many disabilities not suffered by his legitimate brothers and sisters. For example, s. 10 (1) expressly prevents such legitimation from affecting "the succession to any dignity or title of honour or render any person capable of succeeding to or transmitting a right to succeed to any such dignity or title," and s. 3 (3) contains similar provisions in the case of property limited to devolve "along with a dignity or title of honour."

Of more general interest, however, are the disabilities arising owing to the date upon which *nullius filius* is deemed by the Act to have acquired his father. By s. 1 (1) "where the parents of an illegitimate person marry or have married one another, whether before or after the commencement of this Act, the marriage shall if the father of the illegitimate person was or is at the date of the marriage domiciled in England or Wales render that person, if living, legitimate from the commencement of this Act or from the date of the marriage, whichever last happens." It is thus apparent that the earliest date from which legitimation can take effect under the Act is the 1st January, 1927, the date on which the Act came into operation (s. 12 (2)), and in no case under the Act will the legitimation relate back to the birth of the legitimated person, whether such birth took place before or after the Act. In England, therefore, no legitimated person is deemed to have had a father before 1st January, 1927.

The vital importance of this matter of dates may be seen from s. 3 (1) of the Act, which gives to legitimated persons the like right of benefiting from the estates of intestates or under dispositions or entailed interests as if they "had been born legitimate," but only in the case of interests created or dispositions coming into operation or intestates dying *after the date of legitimation*. Similarly, under cl. 3 (2), "where the right to any property . . . depends on the relative seniority of the children of any person," any legitimated children are deemed to have been born on the day they became legitimated by virtue of the Act. To take a concrete example, a man lives with a woman by whom he has a son in 1912; he marries the mother of his son in 1924, and has another son by her in 1926; in 1934 the *quondam* illegitimate son obtains a declaration of legitimation under the Act, his parents having both died meanwhile. Such a person obtains the advantages of legitimation only as from 1st January, 1927, and all the disadvantages of illegitimacy will cling to him in respect of his life prior to that date. Thus he cannot inherit through his father an interest in the estate of any person dying before 1st January, 1927, as he is still deemed, even after legitimation, to have had no father until 1st January, 1927, and in the case of any entailed estate he would be postponed to his younger brother.

For similar reasons he is, even after legitimation, unable to acquire British nationality through his father. This question of the nationality of legitimated persons is one of considerable interest and has been discussed by the courts on more than one occasion prior to the 1927 Act in connection with persons who had been legitimated according to the laws of countries such as Switzerland and Scotland, which were more advanced in that respect than England. In *Shedden* v. *Patrick* (1854), 1 MacQueen 535, the appellant's father was a Scotsman resident in New York, where he died in 1798, having a week before his death married the appellant's mother in New York for the express purpose of legitimating, according to the law of Scotland, the appellant, who had been born in New York in 1793. It was held by the House of Lords that, even assuming that the appellant's father had never lost his Scottish domicile, the appellant was nevertheless not a British subject. Lord Cranworth, L.C., pointed out (pp. 612 and 615) that in order to acquire British nationality under the British Nationality Act of 1730 (4 Geo. II, c. 21), the appellant being "born out of the liegance of the Crown of . . . Great Britain" must make out "that at the time of his birth his father was a natural born British subject. But at the time of his birth Mr. Shedden was not his father . . . He was a natural son and in the eye of the law *filius nullius*. The consequence was that alienage attached upon him . . . irreversibly." The state of alienage being fixed at birth cannot be altered by any subsequent marriage, for, as no less an authority than Lord Bacon argued (11 St. Tr. 80): "The law looketh not back and therefore cannot by any matter *ex post facto* after birth alter the state of the birth."

The principles of *Shedden* v. *Patrick* have now been applied to persons born abroad who have been legitimated under the 1926 Act. In *Abraham* v. *Attorney-General* [1934] P. 17, the petitioner was born in 1893 in Japan, the son of an admittedly domiciled Englishman and a Japanese lady, who were married in Japan in 1905. He applied for a declaration of legitimacy under the Legitimacy Act, and for a declaration of naturalisation under the Judicature Act, 1925, s. 188. The court (Lord Merrivale, P.) granted the declaration of legitimacy but refused the declaration of naturalisation upon the ground that nothing in the Legitimacy Act or in any of the Naturalisation Acts passed since *Shedden* v. *Patrick* was decided in any manner cut down the principles enunciated in that case.

The case of persons who, like the petitioner in *Shedden* v. *Patrick*, have been legitimated in some country (a word expressly including Scotland) other than England by the subsequent marriage of their parents, has been dealt with by s. 8. Under that section all such persons are deemed to have been legitimated from the date of the commencement of the Act or from the date of the marriage, whichever last happens. Thus, persons who for years have been recognised in Scotland as being legitimate will, in England, suffer all the disabilities of bastardy for the period up to 1st January, 1927. To obtain the benefits of this section a petitioner must show that at the time of the marriage of his parents (though not necessarily at the time of his birth) his father was domiciled in a country which recognised the doctrine of *legitimatio per subsequens matrimonium*. This section creates entirely new law, it having previously been decided in several cases that a child could not be legitimated unless the father was domiciled at its birth in a country recognising legitimation by subsequent marriage. *Udny* v. *Udny* (1869), 1 Sc. & Div. 441; *Re Wrights' Trust* (1856), 2 K. & J. 595; *Re Grove: Vaucher* v. *Treasury Solicitor* (1888), 40 Ch. D. 216. It will be noticed that the section refers only to the *domicile of the father* at the date of the marriage, and that no mention is made either of the place of the marriage or of the place of the birth, which apparently still do not affect the status of the child (except for the purposes of nationality) any more than they did prior to the Act. *Dalhousie* v. *M'Douall* (1840), 7 Cl. & Fin. 817.

As is well known, the Act, somewhat illogically from the point of view of the child, excludes (s. 1 (2)) from the benefits of its operation any person "whose father or mother was married to a third person when the illegitimate person was born." (It may be remarked in parentheses that this harsh exclusion did not exist in Roman law and does not to this day apply in Malta: *Gera* v. *Ciantar* (1887), 12 App. Cas. 557.) It would appear, however, that in order to be so excluded, the illegitimate child must be actually born in adultery and that a marriage subsequent to the child's birth between one parent and a third party would be no bar to legitimation under the Act, provided the child's parents eventually married one another, the reason being, of course, the fiction that until the date of legitimation the child had no father: see *Kerr* v. *Martin*, 1 MacQueen 650. Presumably, therefore, a child conceived of an adulterous union, but born after the death of its parent's spouse, whose parents subsequently married, would

be capable of being legitimated, whilst the unfortunate individual who happened to be *en ventre sa mere* at the time one of his parents married a third party could never be anything but a bastard. Such are the anomalies that are created when morals are sought to be enforced at the expense of logic.

"Volenti non fit Injuria."

THE POLICEMAN AND THE RUNAWAY HORSES.

It has been said that public policy is an unruly horse to ride, but the riding does not seem so dangerous in law or in fact as is the stopping of the runaway horse of flesh and blood. In *Haynes* v. *G. Harwood & Son* (*The Times*, 27th and 28th April) Finlay, J., decided in favour of a police-constable who was injured whilst stopping a pair of runaway horses. The horses were harnessed to a van which the defendants' servant left unattended for a few minutes in a crowded street in Rotherhithe, with, it appeared, a chain on the wheel of the van. The horses bolted along the street, in which were many children and other people, and the plaintiff, who was on duty at the police station which was in the street, rushed out, pushed into safety a woman who was in actual danger, and stopped the horses, but was injured in the process. Negligence was denied by the defendants, but a second defence was raised, based on the maxim "*volenti non fit injuria*," for it was said that, however meritorious the plaintiff's action and however well-deserved the decorations which he earned, there was no legal duty cast on him to try to stop the horses.

On the question of negligence the learned judge found that the defendants had been negligent in leaving a horse-drawn van unattended in a public highway. This has been clear law since *Lynch* v. *Nurdin*, 1 Q.B. 29, and the wide application of Lord Denman's proposition in that case was shown by Lord Macnaghten in *Cooke* v. *Midland Great Western Railway* [1909] A.C. 229, at p. 234. Lord Denman said (1 Q.B., at p. 35):—

> "I am guilty of negligence in leaving anything dangerous in a place where I know it to be extremely probable that some other person will unjustifiably set it in motion to the injury of a third, and if that injury should be so brought about, I presume that the sufferer might have redress by action against both or either of the two, but unquestionably against the first."

(See also *Gayler & Pope Ltd.* v. *B. Davies & Son Ltd.* [1924] 2 K.B. 75.) It was also suggested that the plaintiff had been guilty of contributory negligence, but the point was not pressed and Finlay, J., held that there was no evidence to support it. Common employment was also pleaded, but again the facts did not justify the defence being maintained. *Heasmer* v. *Pickfords Ltd.*, 36 T.L.R. 818, was cited on the last point, but that was a case where a boy of fourteen, and of full intelligence, who, though not intending to make a contract of service, complied with a carter's request to help him with his horses, the carter thinking that the boy was a fellow employee of Pickfords, was held by McCardie, J., to be in the common employment of Pickfords with the carter. The case is clearly distinguishable from the present one.

The real question in the case under review was whether the damages flowed from the negligence or whether the defence of "*volenti non fit injuria*" applied. It is, of course, to be observed that the damage did not result in the way which was contemplated in the passage quoted above from *Lynch* v. *Nurdin*, but since *In re Polemis and Furness, Withy & Co.* [1921] 3 K.B. 560, explained the law, it is well known that this is no defence if the damage is in fact directly traceable to the negligent act and not to independent causes. Was, therefore, the plaintiff "*volens*" so as to make his act an independent cause?

The meaning of the maxim was fully discussed in *Smith* v. *Baker* [1891] A.C. 325, where it was pointed out that the word used was not merely "*scienti*," but "*volenti*," and it was held that the mere fact that the plaintiff undertook and continued in his employment with full knowledge and understanding of the danger arising from a systematic neglect to give a certain warning did not preclude him from recovering. A number of cases were cited in which the maxim had been considered in relation to similar facts. In *Brandon* v. *Osborne Garrett & Co.* [1924] 1 K.B. 548, a wife strained herself in instinctively clutching at her husband in order to drag him away from a piece of a skylight which she saw was falling on him. Swift, J., considered the authorities and held that the wife had acted reasonably and had done what was natural and proper in the circumstances. She was not, therefore, precluded from recovering, since her act was not a "*novus actus interveniens*," but a natural and probable consequence of the defendants' negligence and, it followed, was not contributory negligence. It had long been established that an instinctive act done for the plaintiff's own preservation was not a "*novus actus*" (*Jones* v. *Boyce*, 1 Star. 493), and as Bankes, L.J., pointed out in *Hambrook* v. *Stokes Bros.* [1925] 1 K.B. 141, at p. 151, to deprive a person of a remedy where his act was not done to preserve himself but another was to draw a distinction which the law would not recognise. That case was one in which a mother died from the shock of reasonably believing that her small daughter had been struck by a runaway lorry. The widower recovered damages, Bankes, L.J., refusing to draw the distinction indicated above, and pointing out that to do so would give a remedy to the selfish mother whose fear was only for herself and to withhold it from the unselfish, and more deserving, mother whose fear was for her child.

It will be observed that these were cases where there was a very close relationship between the plaintiffs and those for whom they feared. The present case offered no such relationship, and it certainly appears at first sight that the plaintiff was doing more than the law would require of him, and was therefore "*volens*." It is necessary to consider briefly two further cases. In *Wilkinson* v. *Kinneil Cannel & Coking Coal Co.*, 24 R. 1001; 34 Sc.L.R. 533, it was decided in Scotland that the maxim did not apply to a boy who was injured in trying to prevent a runaway waggon from crashing into another waggon in which a fellow miner was trimming coal. It was held by a majority that there was a case to go to the jury, for the boy was under a duty to save life and limb and acted in the heat of the moment. He should not therefore suffer if he was injured, because he did not adopt the best means of saving his friend. The second case was *Cutler* v. *United Dairies* (*London*) *Ltd.* [1933] 2 K.B. 297, and it was this case which gave Finlay, J., most difficulty. The plaintiff there ran out at the request of the defendants' servant to hold a horse which had bolted with the cart attached, but was then standing still, though very restive and frightened. The plaintiff had feared for the safety of his children, but had by then ascertained that they were safe and that there was a hedge between them and the horse. The horse suddenly reared and the plaintiff was injured. On those facts the Court of Appeal held that the plaintiff could not recover. This decision seems clearly sound, for it appeared that the plaintiff's action was quite deliberate. But Scrutton, L.J., said (at p. 303):—

> "A horse bolts along a highway and a spectator runs out to stop it and is injured. Is the owner of the horse under any legal liability in those circumstances? On those facts it seems to me that he is not . . . A man is under no duty to run out and stop another person's horse, and, if he chooses to do an act the ordinary consequence of which is that damage may ensue, the damage must be on his own head and not on that of the owner of the horse."

Slesser, L.J., also said (at p. 306) :—

"There may be cases, where, for example, a man sees his child in great peril in the street and, moved by paternal affection, dashes out and holds a runaway horse's head in order to save his child, and is injured, there there is no *novus actus interveniens*."

The latter passage seems consistent with the decisions referred to earlier in this article. But the former does not seem consistent with *Wilkinson's Case*, *supra*, the only case cited where there was no family relationship involved. Finlay, J., sought to get over the difficulty by saying that Scrutton, L.J., was only referring to the particular facts of the case before him. But with all respect it seems that the reference was to a set of imaginary facts. It may be that the *dictum* was *obiter*, but if it be a correct statement of the law, as it appears to be, it would seem that the only ground on which Finlay, J.'s judgment can be supported is the fact that the plaintiff was a policeman, and therefore owed a higher legal duty to preserve life and property than an ordinary bystander. This was the ground put forward by the learned judge, who also relied on *Wilkinson's Case*, *supra*, a case which was, however, decided in 1897 and was a decision of a majority, four judges being in favour of the injured boy and three in favour of his employers. The case was clearly a "hard" one, and one cannot help wondering if it has not made some "bad law." The policeman in the present case was on duty in the station, and not in the street. In the street, Finlay, J., said, it would have been his duty to try to stop the horses. Even as to this there is, with respect, considerable doubt. But in the station, without enquiring into police organisation, it would appear that he was exceeding his duty by going into the street for any reason except on the order of his superior officer.

That being so, it would appear, with all due respect, that the learned judge should have followed the *dictum* of Scrutton, L.J., cited above, and found for the defendants. The case is interesting and of great practical importance, for it is conceived that it would also apply to the case of a man who is injured when trying to stop another's car which runs away owing to a defective handbrake. Such cases must constantly arise with the frequent "parking" of cars, and it would appear to be the wisest course legally, if not morally, to leave such a car to run its course like Sisyphus's stone.

Company Law and Practice.

Directors' Remuneration.

The remuneration of directors as such probably plays a less important part in the lives of companies and their directors than it used to do. There are doubtless several reasons for this, but the tendency to remunerate directors less generously as directors, and more generously as managing directors, managers or servants of the company of some other kind, has undoubtedly received a fillip from the present statutory provisions as to disclosure of remuneration.

Just let us turn for a moment to the Companies Act, 1929, s. 128. The first sub-section of this section provides that the accounts which are to be laid before every company in general meeting must contain (*inter alia*) particulars showing the total amount paid to the directors as remuneration for their services, inclusive of all fees, percentages or other emoluments, paid to or receivable by them by or from the company or by or from any subsidiary company. Sub-section (3) qualifies this provision by saying that it is not to apply in relation to a managing director of the company, and in the case of any other director who holds any salaried employment or office in the company there is not to be required to be included in the total amount any sums paid to him except sums paid by way of directors' fees.

It will be noticed that only the total amount is to be shown, but the effect of the section is almost nullified by the qualifications imposed. It is said that disclosure may prove harmful to the company, in that rivals may possess themselves of the knowledge and turn it to their own advantage. I am bound to say that I am not personally impressed by statements of this kind, and that, in my view, full and free disclosure of the exact amounts received by each separate director from each separate source ought to be disclosed; but in this matter it is necessary to bow to what appears to be the view of a substantial body of commercial opinion.

Under s. 35 of the Fourth Schedule, Pt. I 3, any provision in the articles as to the remuneration of directors has to be disclosed in a prospectus, except in the case of prospectuses issued more than two years after the date on which the company is entitled to commence business (4th Sched., Pt. III 1). This again is a provision which is not particularly impressive to those who have a little knowledge of the subject. But it must not be thought that a shareholder is necessarily unable to obtain information as to what his directors are getting out of the company; let him look at the articles, if any, which provide for the inspection of the company's books by the members, and derive such comfort as he can therefrom.

The remuneration of directors as such is rather an interesting subject. A good deal of discussion has from time to time taken place as to the true position of directors in relation to their companies and the shareholders of such companies; but one thing at least seems clear; a director, *qua* director, is not a servant of the company. A director cannot therefore claim on a *quantum meruit*, and, if he is to get any directors' fees he can only get them as a result of a contract to that effect between himself and the company. And here it may be noted (though perhaps it is sufficiently obvious) that the articles of association of the company do not themselves constitute a contract between the company and its directors. All they do is to show the terms upon which directors act as such; and if a person becomes a director and acts as such he then becomes entitled to remuneration under a contract, the terms of which are set out in the articles of association of the company.

The articles which deal with the fixing of directors' remuneration are infinitely various; but it is well to bear in mind that their provisions must be strictly adhered to, so that if, for instance, power is given to the company in general meeting to fix the directors' remuneration the directors cannot vote themselves any remuneration.

A question which experience shows frequently arises is as to the power to grant remuneration for directors in respect of past services. Suppose a company has a series of very prosperous years and it wishes to recognise the efforts of its directors in conferring that prosperity upon it: can it do so? In the first place, it must, of course, have power to do so by its articles, but then, if there is power in the articles, there is no reason why the company should not bestow some mark of gratitude: *Hutton* v. *West Cork Railway Co.*, 23 Ch.D. 654, and *Hampson* v. *Price's Candle Co.*, 34 L.T. 711, are authorities for this proposition. The former case is not a direct authority for the proposition, but it contains a statement by Bowen, L.J., as he then was, which shows that in his view the law is as stated.

The judgment of the learned Lord Justice is a well-known and oft-quoted one, but I cannot refrain from giving one or two passages from it for the benefit of my readers who, perhaps, have not the appropriate volume of reports handy. At p. 673, he says: "The law does not say that there are to be no cakes and ale, but there are to be no cakes and ale except such as are required for the benefit of the company. . . . As it seems to me charity has no business to sit at boards of directors *qua* charity. There is, however, a kind of charitable dealing which is for the interest of those who practise it and to that extent and in that garb (I admit not a very philanthropic garb) charity may sit at the board, but for

no other purpose. In the same way may be put the past remuneration of directors. A company could not always go on if the moment the directors had served six weeks or months, or a year, they insisted on their immediate remuneration for the past period. That is not the way to do business. The past remuneration of directors seems to me like the gratuitous wages in *Hampson* v. *Price's Patent Candle Company*, to be justifiable, provided it is within the scope of the business of and secures advantage to the company."

One point of some interest and importance which arises in connection with directors' remuneration which has a special interest at the present time, is that of the waiver or postponement of remuneration to which under the articles the directors are entitled. Some articles, nowadays, contain a provision to the effect that a resolution of the directors waiving or postponing the payment of directors' remuneration shall bind all the directors; in the light of the authorities that seems a useful provision to insert in articles.

The difficulties which arise on this point arise largely as the result of the decision in *Lambert* v. *Northern Railway of Buenos Aires*, 18 W.R. 180, where it was held that an agreement by a director to give his services without remuneration was not binding on that director in the absence of any proper consideration, though, as a matter of fact, the decision on that point was unnecessary because the learned Vice-Chancellor held that the action was wrongly constituted. But the decision does not seem to have commended itself to Wright, J., in *Re London & Northern Bank, McConnell's Claim* [1901] 1 Ch. 728.

In that case the company's articles provided that each director should be paid out of the company's funds, by way of remuneration, £300 per annum. A board meeting was held, at which a resolution was passed to the effect that no remuneration should be received by the directors for their services until a dividend is declared on the ordinary shares of the company. The company went into liquidation, no dividend ever having been declared on the ordinary shares. One director, who had voted in favour of the resolution as to remuneration, above referred to, sought to prove in the winding up for his fees, relying on *Lambert* v. *Northern Railway*, *supra*, for the proposition that he was not bound by the resolution, and could, therefore, prove for his remuneration. But Wright, J., would not have that.

He distinguished *Lambert's Case* on the ground that, in *McConnell's Claim*, the directors' remuneration was, on the true construction of the articles, not payable until the end of the year, whereas they had passed the resolution before the end of the year, and therefore before anything became payable to them. This is what the learned judge says, at p. 733: "In the present case, on February 3rd (the date of the resolution) there was nothing due to the directors, and in my view nothing would be due to the applicant until the end of the year. The agreement between him and the company was still open and unperformed, or, at any rate, only partially performed, and there had been no breach of it at that time. Under these circumstances I cannot imagine why it was not open to the directors at that time, at a directors' meeting, under the form of this resolution, to make a new contract with the company varying in the aggregate the several contracts which the directors had severally and verbally made by accepting office as directors of the company. It seems to me that it was open to all the directors to agree with each other that they should continue to act on that footing."

One other case should be referred to on this point: *West Yorkshire Darracq Agency* (*in liquidation*) v. *Coleridge* [1911] 2 K.B. 326. It is a remarkable fact that neither *McConnell's Claim* nor *Lambert's Case* was apparently referred to in this case; the observations of Horridge, J., on them would have been interesting. What happened in that case was that the company went into liquidation and the directors thereupon mutually agreed, and also agreed with the liquidator, that they would not make any claims in the liquidation in respect of unpaid directors' fees. Subsequently the liquidator made a claim against one of the directors who was a party to this agreement for goods sold and delivered and work done, and was met by a counter-claim for those fees which had been waived.

The defendant argued that, though there was good consideration for the agreement as between the directors themselves there was none between the directors and the company, and that the company could not therefore set up the agreement as an answer to the counter-claim. Horridge, J., however, held that the company could do so, and gave judgment for the company both on the claim and the counter-claim. In support of his decision he quotes from Kelly, C.B., in the case of *Slater* v. *Jones*, L.R. 8, Ex. 186, who says (referring in his turn to Starkie, on "Evidence," Vol. II, p. 17) that: "it appears that an agreement by all the creditors to accept a composition, though not properly an accord and satisfaction, is really a new agreement for which the consideration to each creditor is the forbearance of all the others. A creditor who is a party to such an agreement cannot sue for his original debt in contravention of the rights of the others."

A Conveyancer's Diary.

Clogging the Equity of Redemption.

THERE is perhaps no equitable doctrine better established than that which prevents any "clog" being put upon the right of a mortgagor to redeem. Once it is established that there is a mortgage, the mortgagor must be entitled to receive his property back in the same state as it was when he mortgaged it; upon his repaying the amount advanced with interest and proper costs. Any attempt to fetter a mortgagor in that respect has always been resisted by courts of equity. At the same time, there have been many cases where a mortgagor has been placed under a disability in redeeming his mortgage.

I have been induced to write on this subject by the recent case of *Davis* v. *Symons* [1934] W.N. 90, in which Eve, J., considered the authorities.

The most common cases where it has been sought to place some restriction upon a mortgagor in redeeming have been what we usually know as "tied house" cases. That is, where the advance has been made by a brewery company to a licensee of a public house upon terms which impose upon the mortgagor an obligation to purchase liquor only from the mortgagees. That, however, has not always been so.

Thus, in *Cowdry* v. *Day* (1859), 1 Giff. 316, a solicitor had advanced a sum to a client upon the security of property, and it was provided that the mortgagor should not be entitled to redeem until the expiration of twenty years from the date of the mortgage, nor after the expiration of that period without twelve months' previous notice.

It was held that the mortgagor was entitled to redeem on payment of principal, interest and costs, but Sir John Stuart, V.-C., said: "I wish it to be understood that I express no opinion whether, if the mortgagee had not been the solicitor of the mortgagor, the court would or would not have decreed a redemption when the mortgage deed contained a stipulation by the mortgagor such as appears in this case."

Evidently the relation of solicitor and client strongly weighed with the court in deciding that case.

Jeevan v. *Smith* (1882), 20 Ch. D. 724, was a somewhat curious case and turned upon the construction of s. 15 of the Conveyancing Act, 1881, now reproduced in s. 95 of the L.P.A., 1925, and there it was held that "although the law will not allow a mortgagor to be precluded from redeeming altogether, yet he may be precluded from redeeming for a fixed period, such as five or seven years."

Then, there is *Morgan* v. *Jeffreys* [1910] 1 Ch. 620. In that case the facts were that, in 1896, the lessee of land on

which he had built a hotel mortgaged it to a brewer to secure £5,500 and interest, and covenanted to buy all beer and other liquors consumed at the house from the mortgagee for a period of twenty-eight years, and so long after as any money should remain due upon the security. The deed also provided that the mortgagor should not be entitled to pay off the mortgage before 1924 without the consent of the mortgagee. There was a power of sale without notice upon the happening of any one of numerous events, and upon a sale under the power the purchaser might be required to take a conveyance subject to the "tie." The mortgagor brought an action to redeem, and it was held that the proviso against redemption for twenty-eight years, even if it might be supported in a case where there was a similar provision against calling in the mortgage, exceeded all reasonable limits and could not be enforced. It seems that what most strongly influenced the learned judge in that case was that the provisions with regard to payment off were not mutual; whilst the mortgagor was precluded from redeeming for a number of years, the mortgagee was under no corresponding obligation. There was doubtless also the point that even after a sale the purchaser was to be bound by the "tie," thus hampering a sale, and perhaps rendering it difficult to obtain the full price for the property. In such circumstances it is not surprising that the court decided that there was such a "clog" on the right to redeem as could not be countenanced in equity.

Now to return to *Davis* v. *Symons* which has some points of interest.

By a mortgage dated in 1926, a freehold house together with two endowment life policies, effected by the mortgagor on his own life, were mortgaged to secure a sum advanced with interest at 7½ per cent., reducible to 6½ per cent. on punctual payment. The mortgage contained mutual covenants, one by the mortgagee that he would not until the expiration of twenty years or the earlier death of the mortgagor require payment of the principal thereby secured, and one by the mortgagor that the whole of the principal thereby secured should be allowed to remain on the security for the same period. Those covenants were made applicable to a further charge. The effect of the covenants was to postpone redemption until 1946. The two endowment policies would mature, as to one in 1942, and as to the other in 1946, some eight days before the expiration of the twenty years, and it was provided that the sums due under the policies should on maturity be paid to the mortgagee. There was also a covenant by the mortgagor not to dispose of the equity of redemption except to a responsible person.

In an action to redeem, Eve, J., held that the mortgagor must succeed as the provisions of the mortgage constituted a clog upon the equity of redemption. The learned judge said that in the absence of other factors the court might regard a period of twenty years as being reasonable where there were mutual covenants binding on both sides. But, there, in the case of the policies, although the mortgagor could not redeem for twenty years, the mortgagee might receive a considerable sum in payment off of the mortgage on the maturing of one policy. In substance, both the policies subject to the mortgage were made irredeemable. In such circumstances his lordship was of opinion that the period of twenty years was not one on which the mortgagee could insist on keeping the mortgage on foot.

It will be observed that it was not considered that twenty years was too long a period to provide for the mortgage subsisting if there were mutual covenants to that effect, but in the peculiar circumstances of the case, having regard to the fact that the policies would mature before the expiration of that time, the court regarded the provisions as oppressive, and such as could not be enforced.

This case is mainly interesting because it appears that the court would not consider twenty years as too long a period to fix for redemption, provided that there were mutual covenants binding equally upon the mortgagee as well as the mortgagor, "other factors" being absent.

I am not so sure, however, that in the absence of other circumstances, such as there were in *Davis* v. *Symons*, it is essential that the period fixed should be binding upon both parties. Generally, no doubt, a unilateral covenant on the part of the mortgagor will not be enforced, and, I venture to think, rightly so.

I have only to add that I observe that Mr. Lightwood, in his invaluable book on mortgages, states that a collateral advantage to the mortgagee is permissible so long as it is:—

"1. Not unfair or unconscionable;

"2. Not in the nature of a penalty clogging the equity; and

"3. Not inconsistent with or repugnant to the equitable right to redeem."

All that is very well, and I agree with my learned friend. But is it not rather begging the question? Perhaps my learned colleague "J. M. L." may be able to help us a little more in one of his notable articles in a contemporary.

Landlord and Tenant Notebook.

Estoppel Assisting Sub-tenants.

THE law of landlord and tenant has provided many illustrations of the doctrine of estoppel; indeed we often speak of a tenancy by estoppel; quite inaccurately, of course, for estoppel never creates anything, and the doctrine is merely a rule of evidence, by which, in certain circumstances, a court of law insists (as a cynic might put it) that he who has told a lie shall stick to it. In matters pertaining to leases and tenancies, estoppels are mostly heard of as being invoked by one of the original parties; but there are occasions when assignees and sub-tenants find themselves able to rely on an estoppel, or bound by one, as the case may be.

There have been cases in which a landlord, having by words or other conduct condoned or encouraged a breach of a covenant and condition against alienation, has not been allowed to enforce it. In *Richardson* v. *Evans* (1818), 3 Madd. 218, where the covenant was qualified by a provision for consent in writing, it was said that if a parol licence were given and used as a snare, equity might intervene. The action was by a sub-tenant, against mesne and superior landlords, for specific performance; and while estoppel was not specifically mentioned, the court spoke of the plaintiff relying on the parol licence, and suffering inconvenience thereby—the elements of estoppel. We get closer to the principle in *Doe d. Weatherhead* v. *Curwood* (1835), 1 H. & W. 140. In this case the landlord, seeking to enforce forfeiture, was able to prove a lease to one L, containing a covenant against assignment or sub-letting without consent in writing. Whether the defendant claimed to be in possession as assignee or sub-tenant is not very clear; but he called evidence of a conversation at which, he already being in possession, the landlord had promised him a lease on the expiration of the existing lease, which was to be surrendered. Relying on this promise and attitude, the defendant stayed on. It was accordingly held that the landlord, having occasioned the possession, could not proceed against the defendant as a trespasser. A more recent instance is *Millard* v. *Humphreys* (1918), 62 Sol. J. 505. The plaintiff in this case had granted a fourteen-year lease with the usual covenant against alienation without written consent, and also a tenant's covenant to use the premises for the purposes of a particular trade. On two consecutive dates in September, 1917, conversations took place between the landlord, the tenant, and the defendant. The defendant wanted to take the premises and use them for a purpose other than that stipulated in the lease. It was found as a fact that this was common knowledge; alterations

were discussed which would make the property suitable for the new business. And it was also found as a fact that the plaintiff said he would accept the defendant as a sub-lessee. But when the lease had been assigned to the defendant, the plaintiff sought to forfeit it, relying on the absence of writing. This the court refused to allow. Nothing was, apparently, made of the fact that there had been an assignment and not a sub-lease; this, after all, would hardly be a cause for complaint.

I may observe that these cases were all decided before L.P.A., 1925, added breach of this condition to those in which a court might relieve. Duplicity by the covenantee would probably now be considered a ground for granting relief if not amounting to estoppel.

An illustration of rather a different type was afforded by *Keith* v. *R. Gancia & Co. Ltd.* [1904] 1 Ch. 774, C.A. The facts of this case commence with the grant of a long lease by B to G in 1880, the premises being a theatre and vaults beneath it. Next year the tenant mortgaged by way of sub-demise to N, retaining a nominal reversion of three days, not covered by a declaration of trust. In 1892 G's leasehold interest had passed to Mrs. G., who then sub-let part of the premises, namely the vaults, for twenty-one years to the defendant company. The underlease forbade alienation without consent. Three years later N., the mortgagee, foreclosed, but did not get in the last three days of the term; however, the order professed to foreclose Mrs. G. from all interest in the mortgaged premises. The defendant company then paid rent to N. (who had the counterpart lease). He died in 1899; soon after the defendant company, being desirous of sub-letting to S., applied to N.'s executors for the necessary licence. This was granted, the executors describing themselves as "persons in whom the reversion expectant on the determination of the underlease" (of 1892) was vested. In 1900 they sold the premises comprised in the 1880 lease to the plaintiff, handing over the counterpart underlease; in 1901 the plaintiff served dilapidation notices; in 1902 the defendant company went into liquidation, and it then occurred to the plaintiff to sue them (with leave), and their tenant S. for possession, alleging that the underlease did not bind him as it had been granted without the concurrence of the mortgagor (necessary because the lease was made in 1880). The case was, as Joyce, J., and the Court of Appeal held, a clear instance of estoppel. Both defendants were able to rely on the licence granted by N.'s executors. The plaintiff, having assumed the character of reversioner and having thereby induced the defendants to alter their positions was not allowed to deny that Mrs. G.'s reversion was vested in him and set up an over-riding title inconsistent with his predecessors' licence.

Our County Court Letter.

RENT RESTRICTIONS ACTS 1920-33.

A DECISION on sub-s. (2) of s. 2 of the Rent Restrictions Act, 1933, was made in the recent case of *Stokes* v. *Little*, at the Bow County Court. The plaintiff claimed possession and an amount for rent due. The defendant pleaded the protection of the Rent Restrictions Acts, and counter-claimed for rent overpaid. It was agreed that the property was a class C house with a rateable value of £13, and was in fact decontrolled on the 18th July, 1933, the date of the passing of the 1933 Rent Act, but not registered by the 18th October, 1933.

The plaintiff's case was that the property, having been registered on the 12th January, 1934, after a cetificate of reasonable excuse had been granted by the county court judge, was decontrolled and subject to a de-controlled rental.

The defendant's case was that although the property was so registered, it remained controlled whilst he was the tenant, and that he was therefore subject to a controlled rent and entitled to the benefits of the Acts as regards controlled tenants.

His Honour Judge Owen Thompson, K.C., decided that a house of which the rateable value was £20 or less on the 6th April, 1931, and which was de-controlled before the passing of the 1933 Rent Restriction Act became controlled again by the passing of the 1933 Act unless it was registered within three months of the passing of this Act, that is to say by 18th October, and that, where a landlord has obtained a certificate from the county court judge excusing him for his failure to register within three months, the house does not become de-controlled upon the granting of the certificate, and upon registration subsequent to the granting of the certificate, unless the landlord is in possession of the house at the date of the registration subsequent to the grant of the certificate, or comes into possession after registration.

In other words the judge decided that there is a class of house with a rateable value of £20, or under, which is controlled at the moment and may become de-controlled if the landlord obtains possession.

By the special provisions of sub-s. (5), s. 2 of the Rent Restrictions Act, 1933, the registration would not be cancelled, but the sitting tenant would remain protected by the Rent Restrictions Acts.

In the circumstances of the case before him, His Honour dismissed the claim of the Plaintiff with costs and gave judgment for the defendant on the counter-claim with costs.

NYSTAGMUS AND WORKMEN'S COMPENSATION.

IN the recent test case of *Foye* v. *South Kirkby, Featherstone and Hemsworth Collieries Limited*, at Pontefract County Court, an award was claimed on the grounds that (*a*) the applicant had had nystagmus twice (the last occasion being in 1930) and he was still suffering from the effects in March, 1932, when compensation ceased; (*b*) he was subsequently unable to obtain work at the colliery, as the management had been advised (by the insurance company) not to re-employ him—owing to the danger of a recurrence of the disease; (*c*) compensation was therefore due from March, 1932, until April, 1933, when the applicant was re-engaged at his old work at the coal face. The respondents contended that, at the time the compensation ceased, the applicant had recovered and was able to work. His Honour Judge Stewart observed that (1) the applicant had worked at the coal face (since April, 1933) without any ill effects, and there was very slight evidence of his being disabled after March, 1932; (2) many men had returned to work at the coal face, without recurrence of nystagmus, but the slight oscillations (still observable in the applicant's eyes) might indicate future disablement; (3) nevertheless, they did not give rise to any present right to compensation. Judgment was therefore given for the respondents, with costs.

NON-DELIVERY OF HOLIDAY-MAKER'S LUGGAGE.

IN the recent case of *Roberts* v. *London Midland and Scottish Railway Company* at Liverpool County Court, the claim was for £5 10s. 2d. as damages for breach of contract. The plaintiff's case was that (1) she bought a ticket for Jersey (on the 1st August) and was told that her luggage would arrive on the 3rd August; (2) at Portlet Bay she could not find her luggage, and not only had to spend £5 (in replacing her lost clothes and other articles) but also incurred travelling expenses to St. Helier (viz., £1) in abortive efforts to trace her luggage; (3) the latter was not delivered until the 6th September, but she had then been home three weeks, and the only explanation was that the luggage had remained at Derby. The defence was that (*a*) the fresh articles (bought in Jersey) were still of use to the plaintiff; (*b*) she was only entitled to recover the £1 travelling expenses, and half the cost of the articles, which amount had been paid into court. His Honour Judge Procter gave judgment for the plaintiff for an additional £2, with an order for payment out of the sum in court, and costs.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Copyright in Pre-1912 Productions.

Q. 2972. I act for the personal representatives of Mr. A, who died in 1918, and who during his lifetime composed certain musical and dramatic works. These works have from time to time been performed for the benefit of charities in the locality and of those taking part in the respective productions. The works have never been printed or registered at Stationers Hall, but the performances thereof have been in public. There are four works in question, and they were first publicly performed on the following dates respectively, viz.: 30th September, 1882; 1st October, 1883; 24th October, 1891; and in 1907. I should esteem it a favour if you would inform me whether copyright still subsists in any or all of the works in question, and if you would indicate the relevant sections of the Copyright Act, 1911, or any decisions based thereon.

A. The manuscripts of the works acquired, on publication, literary copyrights as books for forty-two years or seven years from the death of the author—whichever was the longer. See the Copyright Act, 1842, s. 3, preserved by the Copyright Act, 1911, s. 24 (1). The copyright in the work published in 1882 therefore expired in 1925, and the same applies to that published in 1883—the exact date depending upon whether the author died before or after the 1st October, 1918. The copyright in the work published on the 24th October, 1891, expired on the 24th October, 1933. The copyright in the work published in 1907 is still subsisting, and will continue until 1949. The performing right therein was lost, as the owner of the copyright (i.e., the author) did not print a notice reserving the performing right upon the title page of every copy published before the 1st July, 1912, as required by the Copyright (Musical Compositions) Act, 1882, s. 1. This is so, even where the musical composition was also a dramatic piece: see *Fuller* v. *Blackpool Winter Gardens & Pavilion Co.* [1895] 2 Q.B. 429.

Compensation for Recurrence of Nystagmus.

Q. 2973. A client of mine who was employed in a colliery as a hewer contracted the disease known as miners' nystagmus. In consequence thereof he ceased employment, and was awarded full compensation for nine months from the date when he first contracted the disease, namely October, 1927. After nine months his compensation was reduced, and subsequently it ceased altogether. In March, 1933, a medical referee certified that my client was no longer suffering from the said disease and was able to return to his old work. My client has not worked since the date above-mentioned, namely the 5th October, 1927. He has on several occasions attempted to obtain employment similar to that in which he was engaged prior to his contracting the disease, but on his disclosing that he had had the disease above referred to no colliery would employ him. He has recently been examined by his own doctor who definitely states that there is a recurrence of the disease. Your opinion is therefore requested on the following points:—

(1) Having regard to the fact that my client has not been employed for the last twelve months, whether he can now make a claim against the colliery company with whom he was employed when he contracted the disease; or

(2) Notwithstanding the lapse of time since he worked, and having due regard to the fact that there is a recurrence of the disease he can make a claim, he never having been paid a lump sum in settlement of any claims he might have had; or

(3) Whether the certificate of the medical referee is final and conclusive so as to estop him from making a claim on a recurrence of the disease.

I shall also be obliged if you can refer me to any decided cases on the points in question.

A. (1) The questioner's client can now make a claim against the colliery company in whose employment he contracted the disease, in spite of unemployment for the last twelve months.

(2) The medical referee's certificate is conclusive only for the period ending at its date, viz., March, 1933. In view of the time which has since elapsed, fresh circumstances have arisen, upon which arbitration may be claimed.

(3) The certificate of the medical referee does not estop the client from making a claim on the recurrence of the disease.

The procedure to be followed will be found set out in *Edwards* v. *Penrhiceiber Navigation Colliery Co. Ltd.* (1931), 24 B.W.C.C. 117.

The Rent and Mortgage Interest Restrictions Acts, 1920-33—Nominal Rent.

Q. 2974. In 1927 there was a tenant of a property comprising a shop and living accommodation. The tenancy was a yearly one and was duly determined by proper notice expiring in December, 1927. The tenant vacating had let the living accommodation to A at a nominal rent of 4s. per week. Upon the tenant vacating the landlord informed A that the nominal rent could not be continued, and A sent a letter in 1928 agreeing to pay the rent of 12s. per week. It is required to know whether A is a controlled tenant. It is understood that the Acts do not apply where the rent payable in respect of any tenancy of a dwelling-house is less than two-thirds the rateable value. Can you please inform us:—

(1) Whether A is a controlled tenant?

(2) Whether the living accommodation remains controlled?

(3) Reference to cases and Acts will be appreciated.

A. The Rent Restrictions Acts do not apply to the rent or tenancy "where the rent payable in respect of any tenancy of any dwelling-house is less than two-thirds of the rateable value thereof," but the Acts apply in respect of such dwelling-house "as if no such tenancy existed or ever had existed" (Act of 1920, s. 12 (7)). Assuming that the rent of 4s. per week paid by A was less than two-thirds of the rateable value of the part of the premises let to him, the Acts did not apply to that tenancy. If, as between the landlord and the tenant of the whole premises, the premises were not subject to the Rent Restrictions Acts, it would appear that the part of the premises let to A is not subject to the Acts. It was not subject thereto while the rent was 4s. per week, and if that part was vacant after 1923, it was decontrolled. If, however, as between the landlord and the tenant of the whole premises, the premises were subject to the Acts, the position appears to be different. While A paid the rent of 4s. per week, his tenancy was not subject to the Acts (Act of 1920, s. 12 (7)); but when s. 12 (7) no longer applied to the tenancy, it would appear that the part of the premises let to A remained subject to the Acts. On the meaning of s. 12 (7) of the Act of 1920, see *Waller & Son, Limited* v. *Thomas* [1921] 1 K.B. 541, per Lush, J., at p. 549; *Finey* v. *Gougolz* [1926] 2 K.B. 322; *Brookes* v. *Liffen* [1928] 2 K.B. 347; *Lloyd* v. *Cook* [1929] 1 K.B. 103.

To-day and Yesterday.

Legal Calendar.

7 May.—On the 7th May, 1894, Sir Charles Russell, Gladstone's Attorney-General, was appointed a Lord of Appeal in Ordinary, in succession to Lord Bowen, with the title of Lord Russell of Killowen. Lord Morris on this occasion remarked: "You English are a tolerant people. Your highest Court of Appeal consists of a Scotsman, two Irishmen and a Jew." The other Lords at the time of Russell's appointment were Lord Chancellor Herschell, Lord Watson, Lord Morris and Lord Macnaghten. Two months later, on the death of Lord Coleridge, the new peer was called to more spectacular eminence as Lord Chief Justice of England.

8 May.—On the 8th May, 1685, Titus Oates was tried in the King's Bench for perjury committed in connection with the alleged "Popish Plot."

9 May.—An ingenious aid to perjury was employed by a witness in a case heard in the Sheriff's Court on the 9th May, 1839. The plaintiff's brother, while giving evidence, was observed to hestitate and look at his hands when questioned as to a date. This aroused so much suspicion that he was ordered to show the court his hands, and the palms were then found to be written over with the dates and sums as to which he had been called to testify. The plaintiff's counsel immediately threw up his brief and a verdict for the defendant was returned.

10 May.—Charles Macklin, the actor, had a narrow escape on the 10th May, 1735, when he was tried for the murder of Thomas Hallam by thrusting a stick into his left eye. The tragedy arose from a green room quarrel over a wig which had been assigned to Hallam, but which Macklin claimed. There was a temperamental altercation in which high words passed between them. At the climax the accused exclaimed: "Damn you for a puppy, get out!" and struck at Hallam with his stick. The unlucky blow took deadly effect, but on the evidence the jury found a verdict of manslaughter.

11 May.—Forty years later on the 11th May, 1775, when he was seventy-three years of age, he was again cast for a part in a legal drama, this time as plaintiff in an action against a number of persons who had conspired to raise a disturbance in the theatre where he was appearing, and to drive him from the stage. Lord Mansfield clearly laid it down that though a playgoer "has a right to express his approbation or disapprobation instantaneously," "conspiring to ruin a particular man" was another matter. However, the old actor was a kind-hearted fellow, and made a generous offer of settlement. Lord Mansfield closed the scene with the observation: "Mr. Macklin, you have met with great applause to-day. You never acted better."

12 May.—On the 12th May, 1875, Nathaniel Lindley was called to the degree of Serjeant-at-law and appointed a Justice of the Court of Common Pleas. That was the end of the old order. Six months later the great Judicature Act came into force, and thenceforth all judges were to be Justices of the High Court. His was the last head on which the little black patch of the Order of the Coif was placed, for after him no serjeants were created in England. Soon afterwards, the break with the past was made complete when Serjeants' Inn was dissolved.

13 May.—Sir Thomas Widdrington died on the 13th May, 1664. As Recorder of York he had earned knighthood by addressing a loyal speech to Charles I, but when the Civil Wars divided the State he took the side of the Parliament. He was a Commissioner of the Great Seal in 1648, and again in 1654. When Cromwell was installed as Protector, it was he who administered the oath and delivered to him the purple robe, the sceptre and the sword. Afterwards, he was Chief Baron of the Exchequer for a time and then again Commissioner of the Great Seal.

The Week's Personality.

"He was a man of an ill cut, very short neck and his visage and features were most particular. His mouth was the centre of his face, and a compass there would sweep his nose, forehead and chin within the perimeter . . . In a word he was a most consummate cheat, blasphemer, vicious, perjured, impudent and saucy foul-mouthed wretch." Such was the rascal who in 1685 was brought into the Court of King's Bench to answer for the perjury which a few years before had brought innocent men to their death, convicted through him of complicity in the non-existent "Popish Plot" which he had conceived. Now he was at the mercy of Lord Chief Justice Jeffreys, who charged the jury with characteristic vigour. "God forbid," exclaimed the judge, "but we should use our utmost endeavours to inflict the greatest vengeance that the justice of the nation can permit us to inflict upon such villains." That vengeance was fearful. Oates was sentenced to be whipped from Aldgate to Newgate and from Newgate to Tyburn, to be imprisoned for life and pilloried annually at specified times and places. The toughness of his constitution survived his two floggings, and he lived to see the Whig Revolution, to be released from prison, and to be granted a pension of £5 a week by William of Orange.

Golfing Lawyers.

Sir John Simon showed good form when he beat the Liberal member for Wolverhampton in the first round of the Parliamentary golf handicap. He once said that it was his ambition to be the first man to go round St. Andrew's in fewer strokes than his age, and all too modestly added that he hoped to accomplish this by the time he was a hundred and three. In a few years, he has risen from a complete novice to a formidable representative of a profession which shines particularly brightly on the links. One of the best legal golfing stories concerns a certain town clerk of a great corporation, who gave up his post to go to the Parliamentary Bar. Shortly after the change, he was playing golf with a junior silk whom he had formerly briefed, and was easily beaten by him "B——," he remarked, "you have greatly improved in your play. I used to be able to give you a stroke a hole and beat you." "Yes," replied the silk, "but that was when you were town clerk of Z——."

Fancy Dress.

Recently a Ramsgate Councillor who, going straight from a rehearsal of a pageant, in which he was to play Hengist, presented himself in the costume of the Jutish king at a meeting of the town council, was asked by the mayor to withdraw. The incident recalls one of the exploits of Lord Chief Justice Norbury on an occasion when he made rather an extraordinary appearance in court. At a fancy dress ball, given by Lady Castlereagh, the Chief Justice had represented the character of Hawthorne in "Love in a Village," wearing a green jacket, striped yellow and black waistcoat and buff breeches. Shortly afterwards, when he was on circuit at Carlow, the weather was so sultry that searching for the lightest clothes in his wardrobe to wear beneath his robes, he hit on this costume. The day's work was long and the heat insufferable. The judge became restless. First he fidgeted with his wig; then he turned up his sleeves; finally, he loosened his girdle. His robe, thus freed from all restraint, slipped open and revealed the Chief Justice in a character far different from the embodiment of authority which he should have represented.

RESIGNATION OF SIR LEWIS DIBDIN.

Sir Lewis Tonna Dibdin, D.C.L., has, by reason of age, resigned the offices of Dean of the Arches, Official Principal of the Chancery Court of York, and Master of the Faculties, which he has held since 1903. He has also resigned the office of Vicar-General of the Province of Canterbury, which he has held since 1924.

Practice Notes.

The following practice note has been received from the Principal Probate Registry, Somerset House :—

PROBATE, DIVORCE AND ADMIRALTY DIVISION.
(DIVORCE.)

PRACTICE NOTE.

Where it is sought to prove the service of a petition or other document in a Matrimonial Cause by affidavit and the identification of the person served depends upon proof that a signature is the signature of such person, the paper containing the signature shall be exhibited to the affidavit.

W. INDERWICK,
3rd May, 1934. *Senior Registrar.*

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Company Law and Practice.

Sir,—In the last paragraph of my article last week on the respective merits of voluntary and compulsory winding-up a slip occurs to which the attention of your readers should be drawn without delay. In considering the powers of a voluntary liquidator the three matters in connection with which a liquidator in a creditor's voluntary winding-up can only exercise his powers with the sanction of either the court or the committee of inspection are set out wrongly. Section 248 provides that such a liquidator requires the sanction of the court or of the committee to the exercise of the powers mentioned in paras. (*d*), (*e*) and (*f*) of sub-s. (1) of s. 191. These three powers are the power to pay any class of creditor in full, to compromise with creditors or persons claiming to be creditors, and to compromise all calls and liabilities to calls, debts and liabilities capable of resulting in debts, between the company and a contributory, or other debtor or person apprehending liability to the company, and all questions relating to or affecting the assets or the winding-up of the company.

By inadvertence the powers set out in the article were taken from s. 191 (2) (*d*) (*e*) and (*f*), namely powers of drawing, accepting and indorsing bills of exchange, raising money and taking out administration. These represent, of course, some of the commonest operations in any liquidation, and they can be carried out by the liquidator on his own responsibility.

8th May. YOUR CONTRIBUTOR.

Obituary.

SIR ARTHUR PEAKE.

Sir Arthur Copson Peake, LL.D., J.P., solicitor, senior partner in the firm of Messrs. Barwick, Peake & Milling, of Leeds, died at St. Albans on Friday, 4th May, in his eightieth year. He was admitted a solicitor in 1877, and from 1896 until his retirement last October he held the position of Clerk of the Peace for the City of Leeds. He was President of The Law Society in 1922-23. In 1923 he received the honour of Knighthood, and in the same year Leeds University conferred on him the honorary degree of LL.D.

DR. I. D. EVANS.

Dr. Idris David Evans, Barrister-at-law, Deputy-Coroner for Central London, died at Chiswick on Thursday, 3rd May, at the age of forty-three. He took his medical degree in 1917, and was called to the Bar by Gray's Inn in 1923.

MR. J. T. LEWIS.

Mr. John Thomas Lewis, M.A., O.B.E., Registrar of the District Probate Registry, Oxford, died at Dawson-place, W., on Sunday, 6th May, at the age of sixty-four. He served his articles with his uncle, Mr. J. Aeron Thomas, of Swansea, and practised as a solicitor in London until his appointment to Oxford in 1913.

MR. R. BALDWIN.

Mr. Robert Baldwin, retired solicitor, of Nelson, died at Torquay, on Tuesday, 1st May, at the age of sixty-four. Mr. Baldwin was admitted a solicitor in 1890, and practised at Nelson until his retirement in 1932.

MR. F. W. BROCKBANK.

Mr. Frederic William Brockbank, solicitor, of Bolton, died on Tuesday, 1st May. Mr. Brockbank was admitted a solicitor in 1883, and was prosecuting solicitor for the Borough of Bolton.

MR. E. C. JEFFERY.

Mr. Ernest Charles Jeffery, solicitor, senior partner in the firm of Messrs. Taylor, Jeffery & Vint, of Bradford, died in a nursing home on Wednesday, 9th May, at the age of sixty-five. Mr. Jeffery, who was admitted a solicitor in 1893, was Clerk to the Commissioners of Taxes of East Morley.

MR. J. E. OGLETHORPE.

Mr. James Edward Oglethorpe, solicitor, senior partner in the firm of Messrs. Clark, Oglethorpe & Sons, of Lancaster, died on Saturday, 5th May, at the age of eighty. He was admitted a solicitor in 1876.

MR. W. PALMER.

Mr. Walter Palmer, retired solicitor, of Launceston, died on Saturday, 5th May. He was admitted a solicitor in 1881.

MR. V. J. PROUT.

Mr. Victor John Prout, solicitor, of Winsford and Middlewich, died at Colwyn Bay on Wednesday, 2nd May, at the age of sixty-three. He was admitted a solicitor in 1902.

MR. C. W. WING.

Mr. Charles William Wing, solicitor, for many years a partner in the firm of Messrs. Simpson & Mason, of Rushden, died on Saturday, 28th April, at the age of fifty-three. He was admitted a solicitor in 1907, and became a partner in the firm of Messrs. Simpson & Mason in 1918. The partnership was dissolved last year, and Mr. Wing continued to practise on his own account.

Books Received.

Hunter's Introduction to Roman Law. Ninth Edition, 1934. By F. H. LAWSON, M.A., of Gray's Inn, Barrister-at-Law, Fellow and Tutor of Merton College, and All Souls Reader in Roman Law in the University of Oxford. Crown 8vo. pp. xvi and (with Index) 212. London : Sweet & Maxwell, Ltd. 10s. net.

Partnership Law in a Nutshell. By J. A. BALFOUR, of the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. 1934. Demy 8vo. pp. vii and 71. London : Sweet and Maxwell, Ltd. 3s. 6d. net.

Law of the Sale of Goods in a Nutshell. By J. A. BALFOUR, of the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. 1934. Demy 8vo. pp. vi and 34. London : Sweet and Maxwell, Ltd. 2s. 6d. net.

"*Taxation*"—*Practitioners' Guide.* By G. B. BURR, Chartered Secretary, and RONALD STAPLES, Editor of "Taxation." 1934. London : Gee & Co. (Publishers), Ltd. 7s. 6d. net.

Notes of Cases.

Court of Appeal.

Warwickshire Coal Co. Ltd. *v.* Coventry Corporation.

Lord Hanworth, M.R., Romer, and Maugham, L.JJ.
21st and 22nd March and 17th April, 1934.

MINES—SALE OF LAND—STATUTORY RESERVATION OF MINERALS—POWERS OF WORKING—"PROPER AND NECESSARY"—SURFACE SUPPORT—LAND TAX REDEMPTION ACT, 1802 (42 GEO. 3, C. 116), S. 80.

Appeal from a decision of Clauson, J.

In 1804, the Bishop of Lichfield, acting under the Land Tax Redemption Act, 1802, conveyed certain land to the predecessors in title of the defendants. Section 80 of the Act, on such a sale, reserved all mines and minerals to the Bishop, "together with all proper and necessary powers for opening working the same." In 1903, the Ecclesiastical Commissioners demised the minerals so reserved to the predecessors in title of the plaintiffs. The plaintiffs now claimed that they were entitled to work the mines so as to let down the surface, and adduced evidence that, in and since 1804, these seams could only be so worked, having reasonable regard to safety and commercial efficiency. Clauson, J., refused to make the declaration sought by the plaintiffs.

Lord HANWORTH, M.R., dismissing the appeal, said that the words in s. 80 were not clear enough to take from the surface owner his common law right of support.

ROMER and MAUGHAM, L.JJ., agreed.

COUNSEL: *Sir L. Scott*, K.C., and *Krusin*; *Gavin Simonds*, K.C., and *Wilfrid Hunt*.

SOLICITORS: *Stones, Morris & Stone*, agents for *Twist and Sons*, of Coventry; *Sharpe, Pritchard & Co.*, agents for *Vernon Younger*, deputy Town Clerk of Coventry.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

***In re* Baker: Steadman *v.* Dickson.**

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
16th April, 1934.

WILL—CONSTRUCTION—POWER OF APPOINTMENT BY WILL—INOPERATIVE POWER—LAPSE.

Appeal from a decision of Clauson, J.

By her will, the testatrix left half her residue, subject to a life interest, to S absolutely, or, if he should predecease her, as he should by his will or any codicil thereto, with power of revocation and new appointment, from time to time appoint. Both the life tenant and S predeceased the testatrix. S, by his will, had bequeathed his residuary estate to his wife and daughters. Clauson, J., decided that the trust declared by the will of the testatrix was inoperative.

Lord HANWORTH, M.R., dismissing the appeal, said that the gift could not be treated as one to the persons to whom S should be found to have given his residuary estate. The will purported to confer a power which the law did not allow to be executed: *Sharpe* v. *McCall* (1903), 1 I.R. 179, and *Jones* v. *Southall* (No. 2), 32 Beav., at pp. 37–8.

COUNSEL: *Roxburgh*, K.C., and *Wilfrid Hunt*; *F. Errington*; *Henry Johnston*.

SOLICITORS: *Steadman, Van Praagh & Gaylor*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***In re* Forbes: Public Trustee *v.* Hadlow.**

Eve, J. 12th April, 1934.

WILL—GIFTS TO SERVANTS—DOMESTIC SERVANTS—INDOOR AND OUTDOOR—CHAUFFEUR—LADY'S MAID—LEGACIES BASED ON WAGES.

This was an application by way of originating summons to obtain the decision of the court on the question whether a chauffeur and a lady's maid who had been given pecuniary legacies under their late employer's will were also entitled to legacies based on wages given to domestic servants. The testatrix, Mrs. Forbes, late of Phillimore-gardens, W., by her will dated 31st May, 1928, gave certain legacies free of death duties, including £200 and her motor-car to her chauffeur, Frank Hadlow, whether in her service at the time of her death or not, and £200 to her lady's maid, Mrs. Holdaway, if she should be still in her service. She also gave legacies of sums equivalent to two years' wages to her domestic servants who should have been in her service for at least two years before her death. The chauffeur had been in the employment of the testatrix originally as a coachman for thirty-four years at the time of her death. He lived half-a-mile away from the testatrix in rooms over a garage provided for him rent free. Both Mr. Hadlow and Mrs. Holdaway were in the testatrix's service when she died. She died on 17th September, 1933, leaving over £30,000, and her executor, the Public Trustee, took out this summons.

EVE, J., in giving judgment, said it had been decided in *Ford* v. *Ruxton*, 1 Coll. C.C. 403, that the fact that special legacies had been given to servants did not exclude them from a class of servants entitled to general legacies based on the wages they were receiving. It was impossible to say that a lady's maid was not a domestic servant. The case as to the chauffeur was concluded by the decision of the Court of Appeal in *In re Jackson*; *Jackson* v. *Hamilton* [1923] 2 Ch. 365, that a chauffeur and a gardener were both domestic servants within the meaning of a similar legacy. Mr. Hadlow was therefore entitled not only to £200 and the motor-car but also to a further legacy based on his wages.

COUNSEL: *A. H. Droop*; *H. H. F. Greenland*; *G. R. B. Whitehead*.

SOLICITORS: *Few & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Webb *v.* Maidstone and District Motor Services, Limited.

Lord Hewart, C.J., Avory and Humphreys, JJ.
12th April, 1934.

LICENCE—MOTOR VEHICLE—USED AS EXPRESS COACH—KNOWLEDGE OF OWNERS—NO ROAD SERVICE LICENCE—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), s. 72.

Appeal by way of case stated from a decision of justices for the County of Kent.

An information was preferred by the appellant charging the respondents, Maidstone and District Motor Services, Ltd., that they on the 31st May, 1933, unlawfully permitted a motor-vehicle to be used as an express carriage without a road service licence having been granted in respect of that vehicle, contrary to s. 72 of the Road Traffic Act, 1930. The respondents were the owners of the motor-vehicle in question, and, in December, 1932, sent out circulars to their old customers urging them to re-engage a coach or coaches for the purpose of taking parties to the Derby. One such circular was sent to a Mr. Nightingale, a greengrocer, at Sevenoaks. In due course Mr. Nightingale entered into a contract with the respondents, and on the 13th May, 1933, signed an order-slip on which the condition appeared that: "The hirer shall not use any carriage let on hire or permit it to be used as an express carriage in contravention of the Road Traffic Act, 1930." He duly paid the agreed price for the hire of the coach. On the 15th May a Mr. Embleton, an official employed by the Traffic Commissioners, paid to Mr. Nightingale 5s. for a place on the coach for the Derby. A receipt was given to him showing the respondents' name as owners of the coach. Mr. Nightingale had no authority to book seats on behalf of the respondents, nor were any of the respondents' officers aware of the transaction. On that day

an advertisement of the proposed trip was exhibited on Mr. Nightingale's door. On the 31st May, 1933, Mr. Embleton travelled to Epsom and back on the coach, which was carrying thirty-one passengers. The coach was driven by a servant of the respondents. Neither Mr. Nightingale nor the respondents held a road service licence to run that particular service. The justices dismissed the information, and the appellant now appealed.

Lord HEWART, C.J., said that if the respondents' licensing officer had asked at Mr. Nightingale's shop and had received a truthful answer it would have at once appeared that the party was not a private party, but was one which had been collected by means of advertisement. In those circumstances the only reasonable conclusion to which the justices could come was that the respondents, by failing to take adequate steps to prevent it, had permitted that to be done which the statute forbade. Appeal allowed.

AVORY and HUMPHREYS, JJ., gave judgment to the same effect.

COUNSEL: *Wilfrid Lewis*, for the appellant; *Monckton*, K.C., and *J. W. Morris*, for the respondents.

SOLICITORS: *Treasury Solicitor; Sydney Morse & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Oakhill *v.* Cowan.

Acton, J. 17th April, 1934.

AGENT, ESTATE—INTRODUCTION OF WILLING PURCHASER—PURCHASE PREVENTED BY FAULT OF VENDOR—AGENT'S CLAIM FOR DAMAGES—PREVENTED FROM EARNING HIS COMMISSION.

In this case the plaintiff, Lawrence Arthur Oakhill, estate agent, carrying on business as Craven's Estate Co., claimed from Mrs. Ray Brenda Cowen £164 15s. as commission alleged to be due to him on his finding a purchaser for No. 1 Amhurst-park, N.15, of which the defendant was the owner. Alternatively, he claimed that sum as damages for alleged breach of contract. The plaintiff's case was that the defendant's husband, as her agent, authorised him to obtain a purchaser for the property. He (the plaintiff) later obtained from a Mr. de Groot an offer of £7,150 for the property, and the defendant instructed him to accept that offer and to receive a deposit from Mr. de Groot. It subsequently transpired, the plaintiff said, that before the defendant had instructed him to accept Mr. de Groot's offer another firm of estate agents had introduced, through a brother of Mrs. Cowen, a man, P., who had offered £6,200 for the same property, and which offer, the plaintiff said, had been accepted. An action being pending against Mrs. Cowen for specific performance of the offer by P., Mr. de Groot refused to continue with the matter, and the present action was brought by the plaintiff. It was admitted by counsel for the defendant that she knew of the purported sale to P. before she authorised the plaintiff to accept Mr. de Groot's offer.

ACTON, J., said that it was said by the plaintiff that the only reason why the transaction had not gone through was because the vendor was not at the time she made the bargain in a position to carry it out. Cases had been cited, and those which seemed to him to be really germane to the present one were those which were discussed in the judgment of Horridge, J., in *Geo. Trollope & Sons* v. *Martyn Bros*, 50 T.L.R. 228. It seemed to him that those cases really were all that was required to show that the agent in the present case was entitled to commission, and indeed, would be entitled to commission even assuming that the proposed purchaser undertook to buy only "subject to contract." The plaintiff was entitled to the amount which he claimed as damages for having been prevented from earning his commission through the default of the defendant.

COUNSEL: *Eric Falk*, for the plaintiff; *G. Hewins*, for the defendant.

SOLICITORS: *H. R. Holder & Son; Culross & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Queen Anne's Bounty *v.* Cooke. Same *v.* Same.

Talbot and Macnaghten, JJ. 19th April, 1934.

TITHE RENT CHARGE—ORDER TO DISTRAIN—ON LANDS IN TWO OR MORE PARISHES—VALID ORDER—TITHE ACTS, 1836 & 1891.

These were appeals by Queen Anne's Bounty from two orders made at Hastings County Court on the 10th January, 1934, by which the county court judge had refused to give directions to George Ernest Hawkins, the officer of the court appointed to distrain by two orders of the court dated the 13th June, 1931, for two sums of £96 17s. 2d., and £4 1s. 4d. for arrears of tithe rent due by the respondent, Arthur Cooke. The orders of the 13th June, 1931, had directed Hawkins to distrain on lands of the respondent situated partly in the parish of Winchelsea and partly in the parish of East Guldeford. The judge refused to give directions to the officer of the court, holding, *inter alia*, that the original orders were bad in that they purported to deal with land in two parishes, whereas a separate order should have been made for each parish. Queen Anne's Bounty now appealed, and contended that the orders of June, 1931, were good, and that distress could properly be levied under them in both parishes; or, alternatively, for the full amount on the land in either parish; or, in the further alternative, for an apportioned part out of each parish.

TALBOT, J., said that he had considered s. 81 of the Tithe Act, 1836, and the other sections of that Act and the Act of 1891 to which their attention had been drawn, and had come to the conclusion that there was nothing in any of them which rendered an order bad because it referred to land in two or more parishes. The orders made in June, 1931, were valid orders, and the county court judge ought to have acceded to the application made to him in January, 1934. The appeal would therefore be allowed.

MACNAGHTEN, J., also gave judgment to the same effect.

COUNSEL: *P. E. Sandlands* for the appellants; the respondent did not appear and was not represented.

SOLICITORS: *Coode, Kingdon, Cotton & Ward*, for *Isaac Vinall & Sons*, Lewes.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Reference by Minister of Health under National Health Insurance Act, 1924; *Re* Professional Players of Association Football.

Roche, J. 20th April, 1934.

INSURANCE, NATIONAL HEALTH—PROFESSIONAL ASSOCIATION FOOTBALLER—NOT EMPLOYED "BY WAY OF MANUAL LABOUR"—NOT INSURABLE—NATIONAL HEALTH INSURANCE ACT, 1924 (14 & 15 Geo. 5, c. 38), Sched. I, Pt. II (*k*).

The question raised in this test case was whether professional association football players whose remuneration exceeds £250 a year are insurable under the National Health Insurance Act, 1924. The matter arose on an application by Millwall Athletic and Football Club, Ltd., to the Minister of Health to determine whether the employment by the club of Leonard Graham as a professional football player was employment within the Act. According to the case stated by the Minister, Graham is employed at a remuneration of £6 a week during the "close" season and £7 a week during the playing season, with an extra £1 a week whenever he plays for the club's first team, and bonuses for wins and drawn matches. The National Health Insurance Act, 1924, applies to all persons "employed in the United Kingdom under any contract of service," but, by Sched. I, Pt. II (*k*), "employment otherwise than by way of manual labour and at a rate of remuneration exceeding in value £250 a year" is excepted.

ROCHE, J., referred to *obiter dicta* in the Court of Appeal in *Walker* v. *Crystal Palace Football Club, Ltd.* [1910] 1 K.B.

87 (54 Sol. J. 65), which had given rise to difficulty and to the supposition that professional footballers might be engaged in manual labour. With those *dicta* he (his lordship) was not concerned. He was not prepared to assent to them, and they were contrary to decisions which he had previously given on the National Health Insurance Act, 1924. The test, as laid down in *In re MacManus*, 49 T.L.R. 187, was whether work with the hands was the essence of the work, or whether it was some other power or quality in the employment which was the essential matter. He held that professional footballers were not employed " by way of manual labour " and were, therefore, not insurable.

COUNSEL: *Harold Murphy* and *H. E. Kingdon*, for the Minister of Health; *E. Anthony Hawke*, for the Millwall Club and the Football League.

SOLICITORS: *Solicitor to the Ministry of Health; Brash Wheeler, Chambers, Davies & Co.*, for *C. E. Sutcliffe & Son*, Rawtenstall.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of John Rawlings, deceased.

Sir Boyd Merriman, P. 26th March, 1934.

PROBATE—APPLICATION TO OMIT SCANDALOUS AND UNNECESSARY WORDS FROM PROBATE—" THAT RASCAL "—WORDS OF ASSISTANCE IN CONSTRUING CONDITION—MOTION DISMISSED.

This was a motion on behalf of James Almond and Mary Ann Webster, executors of the will of John Rawlings, late of 2 Cranbourne Avenue, Birkenhead, who died on 6th December, 1933. Under his will, dated the 6th June, 1932, the deceased gave Mary Ann Webster the sum of £5,000 and his dwelling-house and contents on condition that Mary Ann Webster " do not in any way give, lend or have anything to do with that rascal her husband or any of his family, except Cyril Richard, her son." The applicants sought the exclusion of the words " that rascal " from the probate of the will on the ground that they were scandalous and unnecessary. Counsel in support of the motion cited *Curtis* v. *Curtis* (1825), 3 Add. 33; *In the Goods of Wartnaby* (1846), 1 Rob. 423; *Marsh* v. *Marsh* (1860), 1 Sw. & Tr. 528, 536; *In the Goods of Honywood* (1871), L.R. 2 P. & M. 251; *In the Estate of White* [1914] P. 153; *In the Estate of Heywood* [1916] P. 47; *In the Estate of Caie* (1927), 71 Sol. J. 898; 43 T.L.R. 697, and *In the Goods of Bowker* [1932] P. 93, 76 SOL. J. 344.

Sir BOYD MERRIMAN, P., held that the words in question ought not to be excluded as they might be of assistance to the court in construing the condition of which they formed part. Motion dismissed.

COUNSEL: *Noel Middleton.*

SOLICITORS: *Gregory, Rowcliffe & Co.*, for *A. Halsall & Co.*, Birkenhead.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Parliamentary News.

Progress of Bills.

House of Lords.

County Courts (Amendment) Bill.
Commons Amendment agreed to. [3rd May.

Illegal Trawling (Scotland) Bill.
Read Third Time. [7th May.

Irvine and District Water Board Order Confirmation Bill.
Read First Time. [9th May.

Manchester Corporation (General Powers) Bill.
Committed. [3rd May.

Ministry of Health Provisional Order (Blackburn) Bill.
Read Second Time. [8th May.

Ministry of Health Provisional Order (Shipley) Bill.
Read Second Time. [8th May.

Newport Corporation (General Powers) Bill.
Reported, with Amendments. [3rd May.

North Lindsey Water Bill.
Committed. [3rd May.

North Wales Electric Power Bill.
Read Third Time. [8th May.

Petroleum (Production) Bill.
In Committee. [3rd May.

Protection of Animals Bill.
Read Second Time. [3rd May.

Registration of Births, Deaths and Marriages (Scotland) (Amendment) Bill.
Read Second Time. [7th May.
South Downs Preservation Bill.
Committed. [8th May.
Southern Railway Bill.
Read First Time. [3rd May.
Walthamstow Corporation Bill.
Read First Time. [3rd May.
Water Supplies (Exceptional Shortage Orders) Bill.
In Committee. [7th May.

House of Commons.

Cambridge University and Town Waterworks Bill.
Read Third Time. [7th May.
Church House (Westminster) Bill.
Lords Amendment agreed to. [7th May.
Clydebank and District Water Order Confirmation Bill.
Read First Time. [9th May.
Cotton Manufacturing Industry (Temporary Provisions) Bill.
Read First Time. [3rd May.
Darlington Corporation Bill.
Read Third Time. [9th May.
Local Government and Other Officers' Superannuation Bill.
Read First Time. [9th May.
North Wales Electric Power Bill.
Read First Time. [8th May.
Public Meeting Act (1908) Amendment Bill.
Read Second Time. [9th May.
Stockport Extension Bill.
Reported, with Amendments. [8th May.
Walthamstow Corporation Bill.
Read Third Time. [3rd May.
Wandsworth Borough Council Bill.
Read Second Time. [7th May.
Watchet Urban District Council Bill.
Read Second Time. [7th May.
Workington Corporation Bill.
Read Third Time. [7th May.

Questions to Ministers.

DIVORCE LAW.

Mr. ANEURIN BEVAN asked the Attorney-General whether his attention has been called to a recent case in which it was ruled that a British-born woman married to a citizen of the United States of America could not bring an action for divorce in this country, on the ground that she had no legal domicile here; whether he is aware that there are many cases of this kind; and whether he will take steps to secure an alteration of law so that such anomalies may be removed?

Major GEORGE DAVIES (Lord of the Treasury): I have been asked to reply. My right hon. and learned Friend has seen a newspaper report of the case referred to. There are many difficulties in the way of legislation to enable the wife of a person domiciled in another country to petition for divorce in this country. The Government do not think that it is practicable to alter the general principle upon which the present law is founded. [3rd May.

Societies.

Union Society of London.

There will be no debate on Wednesday, 16th May, but on that evening the annual dinner of the Society is being held at Gatti's Restaurant, Charing Cross. The time is 7.30 for 7.45 p.m., and tickets priced 6s. may be obtained by members from the Hon. Secretary, 30, Buckingham-gate, Westminster, S.W.1.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at 60, Carey-street, Chancery-lane, London, on the 2nd May, Mr. Norman T. Crombie (York) in the chair. The other Directors present were Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, and Messrs. Ernest E. Bird, Arthur C. Borlase (Brighton), P. D. Botterell, C.B.E., E. R. Cook, C.B.E., T. G. Cowan, T. S. Curtis, E. F. Dent, A. G. Gibson, Gerald Keith, Charles W. Lee, C. G. May, R. C. Nesbitt, H. F. Plant, A. B. Urmston (Maidstone), and Thos. Gill (Secretary). £1,133 was given in grants to poor and deserving cases, eleven new members were admitted, and other general business was transacted.

Portsmouth Law Students' Debating Society.

At a meeting of the above Society held in the Guildhall, Portsmouth, on Friday, 4th May, the Attorney-General, Sir Thomas Inskip, K.C., delivered an address on the law reforms of the past two or three years.

The Lord Mayor of Portsmouth delivered a few words of welcome to Sir Thomas, who commenced his lecture with what he termed the bugbear of the layman, namely, Crown proceedings. He was of the opinion that the interests of the public were better served by the existing system than by a change in the law. However, the Administration of Justice Act, 1933, had made a start for providing remedies which for a long time had been demanded by the public, namely, there was no remedy against the Crown in the county court, the peculiar procedure in which the Crown sues a litigant and that the Crown was not liable to be sued in tort.

Until recently the Crown neither received, nor paid, costs, but this was now altered.

In referring to the question of claims in tort against the Crown departments, a litigant had no possible grievance, as, although the action had to be brought against the individual concerned, any costs and damages which might be awarded were paid by the Exchequer.

In dealing with the question of discovery, the only documents which the Crown did not, in practice, disclose were minutes or reports passing between different departments.

The first report of Lord Hanworth's Business of Courts Committee had already been carried into effect. The second report, however, was a little more controversial, as it contained proposals for the re-distribution of business in the High Court, changes in the circuit system and appeals in general. Sir Thomas was of the opinion that the Admiralty Court should retain its separate entity owing to the high regard in which it was held by the whole world. In his mind one of the great objections to the suggested reforms in the Divorce Court was that it would leave one or two unhappy judges always trying divorce cases, and as to the circuit system, which might in some ways be useless, no alteration would be advisable owing to the force of tradition.

In concluding, Sir Thomas referred to the Committee on Law Reform set up by the Lord Chancellor, and said that they had already proposed that interest should be allowed on debts recovered in a civil proceeding and that the maxim of "*actio personalis moritur cum persona*" should be abolished, and that a Bill to effect the latter proposal was already in the House of Lords.

His Honour Judge Barnard Lailey, K.C., proposed a very hearty vote of thanks to the Attorney-General, which was seconded by the Hon. Secretary of the Society, Mr. R. F. N. Thoyts.

The President of the Society, Dr. W. G. H. Cook, LL.D., was in the chair.

Rules and Orders.

THE SUPREME COURT (NON-CONTENTIOUS PROBATE) FEES ORDER, 1934, DATED 27TH APRIL, 1934.

The Lord Chancellor, the Judges of the Supreme Court, and the Treasury, in pursuance of the powers and authorities vested in them respectively by section 213 of the Supreme Court of Judicature (Consolidation) Act, 1925,(*) and sections 2 and 3 of the Public Offices Fees Act, 1879,(†) do hereby according as the provisions of the above-mentioned enactments respectively authorise and require them, make, advise, consent to and concur in the following Order:—

1. The fee of one shilling on a photographic copy of probate or letters of administration issued by the Principal Probate Registry (Fee No. 32A in Schedule I of the Supreme Court (Non-Contentious Probate) Fees Order, 1928) shall be extended so as to apply where the grant is issued by a District Probate Registry on or after the 1st day of May, 1934, and accordingly in that Fee the words "issued by the Principal Probate Registry" shall be omitted.

2. This Order may be cited as the Supreme Court (Non-Contentious Probate) Fees Order, 1934, and shall come into operation on the 1st day of May, 1934, and the Supreme Court (Non-Contentious Probate) Fees Order, 1928,(‡) as amended,(§) shall have effect as further amended by this Order.

Dated the 27th day of April, 1934.

Sankey, C. *Hanworth*, M.R.
Hewart, C.J. *F. B. Merriman*, P.
Austin Hudson } Lords Commissioners of
George F. Davies } His Majesty's Treasury.

* 15–6 G. 5. c. 49. † 42–3 V. c. 58. ‡ S. R. & O. 1928 (No. 972) p. 1228.
§ *See* S.R. & O. 1930 (No. 1063) p. 1752 and 1933 (No. 558) p. 1824.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Sir JOHN ROBERT ELLIS CUNLIFFE, barrister-at-law, as a Puisne Judge of the High Court of Judicature at Calcutta, in the vacancy which will occur on 12th September next, on the retirement of Sir Philip Buckland.

Sir John Cunliffe, who was called to the Bar by the Inner Temple in 1911, has been a Judge of the High Court, Rangoon, since 1924.

The Lord Chancellor has appointed Mr. DAVID REGINALD WHITE to be the Registrar of Southport and Ormskirk County Court as from the 7th May, 1934.

The Lord Chancellor has appointed Mr. ERNEST BARTON PROUD, to be the Registrar of Barnard Castle County Court as from the 7th May, 1934.

Mr. W. P. SPENS, K.C., and Sir HAROLD MORRIS, K.C., have been elected Masters of the Bench of the Inner Temple. Mr. A. M. LANGDON, K.C., has been chosen Reader for the Summer Vacation.

Mr. W. T. CRESWELL, K.C., has been elected Chairman of the Royal Sanitary Institute for the ensuing year.

At the annual meeting of the Conservators of Wimbledon and Putney Commons, Sir CHARLES TYRRELL GILES, K.C., was re-elected Chairman for the forty-second year.

Mr. HENRY JAMES HUZZEY SAUNDERS, solicitor, of Evesham, has been appointed Coroner for the South District of the County of Worcester, as from 31st May, 1934, in succession to Mr. H. B. Harrison, who is retiring. Mr. Saunders was admitted a solicitor in 1918.

Mr. JOHN M. MARK, solicitor, Limavady, has been appointed a resident magistrate for Northern Ireland.

Professional Announcements.

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LAND VALUE TAX TO BE REPEALED.

The Finance Bill, the text of which was issued last Wednesday, contains a clause which provides for the repeal of the land value tax. The whole of Part III of the Finance Act, 1931, is to be repealed, with the exception of the provision requiring the production to the Commissioners of Inland Revenue of instruments relating to the transfer of land.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. Mr. JUSTICE EVE. Non-Witness.	Mr. JUSTICE BENNETT. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
May	14	Andrews	Blaker	Hicks Beach	*Jones
,,	15	Jones	More	Blaker	*Hicks Beach
,,	16	Ritchie	Hicks Beach	Jones	*Blaker
,,	17	Blaker	Andrews	Hicks Beach	Jones
,,	18	More	Jones	Blaker	*Hicks Beach

DATE.		Mr. JUSTICE CROSSMAN. Witness. Part II.	Mr. JUSTICE CLAUSON. Witness. Part II.	Mr. JUSTICE LUXMOORE. Witness. Part I.	Mr. JUSTICE FARWELL. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
May	14	Blaker	*Andrews	*More	Ritchie
,,	15	*Jones	More	*Ritchie	Andrews
,,	16	Hicks Beach	*Ritchie	*Andrews	More
,,	17	*Blaker	Andrews	*More	Ritchie
,,	18	Jones	*More	Ritchie	Andrews

*The registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

THE WHITSUN VACATION will commence on Saturday, the 19th day of May 1934, and terminate on Tuesday, the 22nd day of May 1934, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 31st May, 1934.

	Div. Months.	Middle Price 9 May 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112½	3 11 1	3 4 5
Consols 2½%	JAJO	79½	3 3 1	—
War Loan 3½% 1952 or after	JD	102⅞	3 8 1	3 5 10
Funding 4% Loan 1960-90	MN	113⅜	3 10 6	3 4 6
Victory 4% Loan Av. life 29 years	MS	111½	3 11 9	3 7 6
Conversion 5% Loan 1944-64	MN	116½	4 5 10	2 19 6
Conversion 4½% Loan 1940-44	JJ	111¼	4 0 11	2 9 1
Conversion 3½% Loan 1961 or after	AO	103½	3 7 8	3 6 1
Conversion 3% Loan 1948-53	MS	100⅝	2 19 7	2 18 10
Conversion 2½% Loan 1944-49	AO	95	2 12 8	2 18 4
Local Loans 3% Stock 1912 or after	JAJO	91¾	3 5 5	—
Bank Stock	AO	362½	3 6 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	84	3 5 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3 5 11	—
India 4½% 1950-55	MN	110	4 1 10	3 13 3
India 3½% 1931 or after	JAJO	92	3 16 1	—
India 3% 1948 or after	JAJO	79	3 15 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 11 10
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	3 3 10
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 9
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 1
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	101½xd	3 9 0	3 7 10
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	91	3 5 11	—
Croydon 3% 1940-60	AO	96	3 2 6	3 4 7
Essex County 3½% 1952-72	JD	106	3 6 0	3 1 7
*Hull 3½% 1925-55	FA	101	3 9 4	—
Leeds 3% 1927 or after	JJ	91	3 5 11	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	102	3 8 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	77½xd	3 4 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91xd	3 5 11	—
Manchester 3% 1941 or after	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49	MJSD	95xd	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
Do. do. 4½% 1950-70	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 6 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108½	3 13 9	—
Gt. Western Rly. 4½% Debenture	JJ	117⅛	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	110½	4 10 6	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	110½	4 10 6	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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